

Terms and Conditions

Omana Luxury Villa

Overview

This agreement outlines the terms and conditions which you agree will apply to your rental booking for the property Omana Luxury Villa at 379D Gordons Road, Waiheke Island 1971, New Zealand. If you booked through a Third-Party then these terms and conditions are to be read in conjunction with that Third-Party's terms and conditions.

The owner of the rental accommodation will comply with the obligations set out in the Privacy Act 1993 when it comes to storing a guest's private information, which is necessary to obtain for the purposes of making a booking.

The parties to this agreement agree that in the event the rental booking is being made by a business in relation to business activities then the Consumer Guarantees Act 1993 (**CGA**) or equivalent consumer protection legislation, to the extent permissible by law, does not apply to this agreement or any transactions contemplated under it. Both the owner of the accommodation and the business owner agree that they are in trade and that it is fair and reasonable to contract out of the provisions of the CGA.

1 Interpretation

1.1 Definitions

Booking Statement	means the statement provided by the Owner to you detailing the charges and costs of hiring the Property;
Default Interest	means interest at an interest rate of 12%;
Invitee	means any members of your rental group or any other person visiting the Property during the rental period;
Owner	means the person, people or family that own the holiday home you are renting;
Property	refers to the property at 379D Gordons road , known as Omana Luxury Villa which is being rented and includes all buildings, land, fixtures, fittings, chattels, equipment and contents at the address of the Property;
Third-Party	means the business through which you made your booking. Including but not limited to Booking.com, Airbnb and other online travel agents
You	mean the person making the booking and renting the holiday home and whose name is shown on the booking summary.

2 Charges and Fees

2.1 Third-Party booking

If You have booked through a Third-Party, the charges and fees will be as set out by that Third-Party and Your booking will be confirmed by paying the deposit specified, directly to the Third-Party. Refer to the Third-Party's Terms and Conditions for a schedule of payments. If that Third-Party does not provide charges and fees to You then the charges and fees will be our ordinary charges and fees from time to time.

When booking by a Third-Party, You agree to pay all charges listed on the Booking Statement, including, but not limited to rental, booking fee and other service hires.

2.2 Owner booking

When booking directly through the Owner, You agree to pay all charges listed on the Booking Statement, including, but not limited to, rental, booking fee and other service hire.

2.3 Payment details

a) Flexible Daily Rates: For Flexible Daily Rate bookings, a 50% deposit is required upon booking. The remaining balance must be settled either 7 days prior to the check-in date or upon booking if the reservation is made 7 days or less before check-in. The credit card provided at the time of booking will be charged for the payment.

b) Prepaid Flexi-Date Rates: Prepaid Rate bookings are fully charged at the time of the booking and are eligible for discounts only on select dates. These bookings must be made at least 14 days prior to arrival or as per the promotion terms at the time of booking.

The rate is prepaid and non-refundable. You may reschedule for an alternative date within 12 months of the original booking date, but any rate difference must be paid. If the room rate is lower, refunds will not be applied.

c) Packages/Special Rates: Omana Luxury Villa's special rates and packages must be booked via phone or email. A 50% deposit is required upon booking. The remaining balance must be settled either 7 days prior to the check-in date or upon booking if the reservation is made 7 days or less before check-in. The credit card provided at the time of booking will be charged for the payment.

2.4 Forms of payment

a) Online Payment: All online bookings made on Omana Luxury Villa's website require a 50% deposit using a valid credit card (Visa, Mastercard, American Express & Diners Club). To complete this transaction, the card number, expiration date, and card security code must be entered.

b) Omana Luxury Villa does not accept cash as a form of payment.

c) International Payments: Prices are advertised in New Zealand Dollars (NZD), therefore the amounts charged to credit card payments may fluctuate due to exchange rate variations as bookings are converted into New Zealand Dollars at the exchange rate on the day of processing. If any cancellations result in refunds, these refunds will also be processed in New Zealand Dollars at the exchange rate on the day of refund processing, potentially resulting in a variance from the initial amount charged.

d) Omana Luxury Villa is not liable for any exchange rate variances.

e) Seasonal Conditions for the Christmas & New Year period: A minimum stay of three nights is required for bookings between December 23rd and January 5th. No arrivals or departures are permitted on Christmas Day or New Year's Day.

2.4 Gift vouchers

a) Gift vouchers can be redeemed for accommodation, food, or massages at Omana Luxury Villa, subject to availability, within 12 months of purchase.

b) To redeem your voucher, please call + 64 (0) 21 029 74214 or email omana@omanaluxuryvilla.com

c) Gift vouchers are not valid for use with third-party operators associated with the hotel unless specified.

d) Gift vouchers are not exchangeable for cash.

- 2.5 You agree to pay on demand without set off and deduction of all additional charges incurred during the rental including, but not limited to rubbish removal, additional cleaning charges, early check-in/late check-out fees, costs to rectify any damage to the Property and additional guest charges. The additional charges will be our ordinary charges from time to time. The Owner will provide You with an itemised account of any additional charges.

3 Bond, damages and credit cards

- 3.1 The Owner may choose to charge a bond of \$250.00 to \$1,000.00 per booking at the Owner's sole discretion. This bond can be charged regardless of whether You booked through the Owner or a Third-Party.
- 3.2 In the event that a bond has been charged and paid for by You, You authorise the Owner to deduct any additional charges. Where the bond is insufficient to cover any additional charges incurred, the Owner will issue an invoice for the difference and You must pay this invoice within seven (7) days of the invoice date (**Payment Period**). If You fail to make payment within the Payment Period, then the Owner reserves the right to charge Default Interest on the amount outstanding.
- 3.3 The Owner will refund any bond, minus any additional charges due, within 14 days of the final date of the rental period ending. Any bonds collected by a Third-Party will be held by them and refunded to you directly by them as per the schedule they specify in their terms and conditions.
- 3.4 You are responsible to the Owner for breakage, damage and destruction to the Property, direct and indirect costs, fines occurred and any charges from You or any Invitees. You agree to indemnify the Owner against any losses or damages suffered by the Owner as a consequence of any of the aforementioned breakage, damage and destruction or the breach of clause 9 and to immediately upon demand reimburse the Owner.
- 3.5 You must advise the Owner immediately of any damages You have caused accidentally or otherwise and any damage You identify on arrival at the Property.
- 3.6 Where You use a credit card to pay for the booking, You warrant that You have full authorisation to use the credit card. The Owner accepts no liability to any third party for any charges made to their card with Your instruction.

4 Booking acceptance

- 4.1 All booking requests will be accepted or declined at the Owner's and/or the Third Party's discretion according to the information provided by You.
- 4.2 You must be present and on-site for the duration of the stay unless agreed in writing with the Owner and/or the Third-Party prior to the stay.
- 4.3 A booking request will only be confirmed once the Owner has received the deposit or the booking has been confirmed through a Third-Party channel.
- 4.4 If the Deposit has not been paid within 24 hours after payment is requested, the Owner or the Third-Party reserves the right to cancel the booking and rent the Property to another party.
- 4.5 The Owner or any Third-Party is not required to accept a booking request if they are not satisfied that You or any member of your group is not an appropriate person to be accommodated at the Property.
- 4.6 The Owner will take into consideration its Vaccine Policy as set out in clause 14 of these terms and conditions, in its decision to accept or decline Your booking request.

5 Cancellation and refunds

- 5.1 For bookings made through a Third-Party, refer to the cancellation policy in their terms and conditions for information on refunds. For bookings made through the Owner or if the Third-Party does not explicitly address cancellation, the following cancellation policy applies:
- a) Base policy: 14-day and 30-day cancellation windows
 - b) Travellers who cancel 30 days or more before 6:00 PM NZST on the day of check-in are charged no fee.
 - c) Travellers who cancel between 30 and 14 days before 6:00 PM NZST on the day of check-in are charged 50% of the booking amount.
 - d) Travellers who cancel less than 14 days before 6:00 PM NZST on the day of check-in (including no-shows) are charged 100% of the booking amount.
- 5.2 If for any reason the Property becomes uninhabitable prior to the commencement of the booking, resulting in cancellation, then the Owner will refund to You all monies paid in full. If You booked through a Third-Party then their refund policies will apply. If that Third-Party does not have a refund policy, then the Owner's shall apply.
- 5.3 If the Property becomes uninhabitable during the rental period, the Owner will cancel the remainder of the booking and refund the rental amount (pro rata for the nights not stayed). If You booked through a Third-Party then their policy will apply.
- 5.4 Any refunds will only be made to the same credit card debited for the original transaction.
- 5.5 If You depart early or fail to show up for a booking, You will not be entitled to a refund.
- 5.6 Cancellation due to COVID-19 diagnosis: Within the 14-day cancellation period, if a guest can provide evidence of having been declared positive for COVID-19 or for being a close contact with someone who has been diagnosed with COVID-19, and therefore is unable to travel, we will waive the cancellation fee. Evidence can be shown in the form of a screenshot of a message or email from the Ministry of Health or a respective relevant entity.

6 Arrivals and Departures

- 6.1 Standard check-in time is between **3:00 PM** on the day of arrival and check-out is by **12:00 PM** on the day of departure.
- 6.2 You agree to arrive and depart within the timeframes specified in clause 6.1 above unless otherwise agreed.
- 6.3 On the morning of Your arrival, You will receive an email with a PIN code as Your room key. The Property is otherwise keyless.

7 Linen

- 7.1 The Owner will provide bedsheets, pillowcases, bath towels and face cloths per person, hand towels, tea towels and bath mats.
- 7.2 The beach towels, bag and beach umbrella provided may only be used on the Property.

8 Animals

- 8.1 You are not permitted to bring any animals, except for support dogs, onto the Property.

9 Your responsibilities and conduct at the Property

- 9.1 By making a booking at the Property, You agree that You are ultimately responsible for the actions of yourself, and the Invitees, for the duration of their stay. You must seek prior written

approval if You are booking on behalf of another person and will not be staying at the Property.

- 9.2 You are liable for any and all costs associated with any breach of the terms and conditions contained in this document and any Third-Party terms and conditions.
- 9.3 You are liable for any and all costs associated with making good any damage done to the Property, as a result of Your actions or the actions of any Invitees during the stay.
- 9.4 You understand and agree that any breach of the terms and conditions could result in eviction from the Property during the stay. Should You be evicted from the Property, You agree and acknowledge that all amounts paid will be forfeited.
- 9.5 The number of guests staying at the Property must not exceed the number of guests You have booked the Property for. You must obtain the Owner or the Third Party's consent for any additional guests and it is at the Owner or the Third Party's sole discretion whether they permit any additional guests. You acknowledge that there may be charges for additional guests if approved.
- 9.6 Children are not permitted on the Property. This is an adults-only property.
- 9.6 No camping, tents or caravans are permitted on the Property.
- 9.7 You must be respectful of the Property and the neighbourhood at all times and are responsible for ensuring that the Invitees are respectful of the Property and neighbourhood as well.
- 9.8 There is to be no loud music or undue nuisance at any time and there will be no noise after 10:30 PM.
- 9.9 No smoking is permitted inside the Property at any time. If there is any evidence of smoking inside, You will be responsible for reasonable costs of rectification of any damage caused or for any appropriate cleaning or fumigation required.
- 9.10 No use of illegal substances or conduct of illegal activities or conduct of immoral activities is permitted at the Property.
- 9.11 No fires or fireworks are permitted at any time on the Property.
- 9.12 You shall not undertake any actions which would invalidate the Owner's insurance policy.
- 9.13 You and all of Your Invitees will follow all reasonable instructions and directions indicated at the Property including, but not limited to, as it relates to the coffee machine, TV and other appliances.
- 9.14 Failure to comply with the conditions specified in this clause 9 may result in the Owner (or Third-Party) cancelling the booking immediately and asking You to leave.

10 Owner's responsibilities

- 10.1 The Owner will inspect the Property prior to Your arrival and ensure it is clean and tidy and in a habitable state.
- 10.2 The Owner will endeavour to be contactable between the hours of **9:00 PM to 6:00 PM** and may be contactable outside of these hours. Should anything significant go wrong during the rental period, the Owner will always endeavour to take practicable steps that are within its control to fix it.

11 Disputes

- 11.1 Should You have a complaint about anything regarding the Property or the service offered, then:

- a) In the event that they booked through a Third-Party, You must take up their complaint with that Third-Party and follow the prescribed dispute process; or
- b) In the event that You booked directly through the Owner, You must report the complaint to the Owner as soon as it becomes an issue. The Owner will endeavour to rectify all complaints promptly.

12 Force Majeure

- 12.1 The Owner will not be in any breach of this agreement or in any way liable, if it is prevented from meeting its obligations due to an event of force majeure, such as an act of god, war, earthquake, riot, storm, flood, explosion, strike, pandemic or any other cause not reasonably within the control of the Owner.

13 COVID-19

- 13.1 The parties acknowledge that the New Zealand Government may, as a result of public health risks arising from COVID-19, order restrictions on personal movement and the effect of such restrictions may be that personal movement within or between particular regions is unlawful for the general population of those regions.
- 13.2 In the event that Waiheke is subject to such legal restrictions on personal movement and You have a booking during this time, the Owner agrees that they will offer You a credit to be used for a future stay at the Property to be used within a reasonable period or offer a full refund.
- 13.2 In the event that Your ordinary place of residence is subject to such legal restrictions on personal movement and You have a booking during this time and are unable to travel to the Property, the Owner agrees that they will offer a credit to You to be used for a future stay at the Property to be used within a reasonable period of time or offer a full refund.

14 Vaccine policy

- 14.1 The Owner is committed to practising all public health guidelines and recommendations, including those related to COVID-19, to ensure the safety and comfort of all their guests and team members. In order to minimise the risk of infection from COVID-19, the Owner requires that You and Your Invitees over the age of 12 provide proof of vaccination and a copy of Your valid form of ID as part of the information provided by You in Your booking request.
- 14.2 Guests and/or Invitees who are not able to take the vaccine for medical reasons must produce a valid government-issued exemption as part of the information provided by You in your booking request. The Owner reserves the right to reject, in their sole discretion, any booking request if You and Your Invitees are unable to provide such information in Your booking request.
- 14.3 If You or any of your Invitees are unable to provide proof of vaccination or a valid government-issued exemption, the Owner may, in their sole discretion, request that You provide a negative COVID-19 test result that is no older than three (3) calendar days prior to the date of Your arrival. Guests and/or Invitees who are unable to provide one requested form of COVID-19 verification will have their reservations cancelled.
- 14.5 Any cancellation of a booking resulting from You and/or Your Invitees contracting COVID-19 or non-compliance with clauses 14.2 and 14.3 will be subject to the Owner's cancellation policy set out in clause 5 of these terms and conditions.
- 14.6 You and Your Invitees must follow social distancing guidelines and wear appropriate safety attire in line with current public health guidelines from time to time when in the common areas or in the presence of those outside Your travelling group.
- 14.7 It is a further requirement that You and Your Invitees scan the Ministry of Health QR code upon entry to the Property.

- 14.8 Should You or Your Invitees experience any COVID-19-related symptoms during your visit, You must bring this to the Owner's attention, seek a COVID-19 test and adhere to Ministry of Health guidance.
- 14.9 The Owner reserves the right to amend their vaccine policy from time to time.